

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

January 8, 2010

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF No.:09OD-149

Oahu

Cancellation of Revocable Permit No. S-6392; Issuance of Revocable Permit to Honolulu Polo Club, Inc., Waimanalo, Koolaupoko, Oahu, Tax Map Key:(1) 4-1-09:262.

APPLICANT:

Honolulu Polo Club, Inc., a non-profit corporation, whose business and mailing address is P.O. Box 3589, Honolulu, Hawaii, 96811.

LEGAL REFERENCE:

Sections 171-13 and 55, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands situated at Waimanalo, Koolaupoko, Oahu, identified by Tax Map Key:(1) 4-1-09:262, as shown on the attached map labeled Exhibit A.

AREA:

34.5 acres, more or less.

ZONING:

State Land Use District: Urban
City and County of Honolulu LUO: AG-1(0)

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: No

CURRENT USE STATUS:

Encumbered by Revocable Permit No. S-6392, Waimanalo Polo Club, Permittee, for polo field and related activities as defined herein and also, Waimanalo Community Youth athletic programs.

CHARACTER OF USE:

Polo field and related activities as defined herein and, also, Waimanalo Community youth athletic programs.

COMMENCEMENT DATE:

The first day of the month to be determined by the Chairperson.

MONTHLY RENTAL:

\$469.00 per month (current rent under RP 6392).

COLLATERAL SECURITY DEPOSIT:

Equivalent to two month's rent.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with the "Division of Land Management's Environmental Impact Statement Exemption List", approved by the Environmental Council and dated April 28, 1986, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1 as "there will be negligible or no expansion or change of use beyond that previously existing". The request is for housekeeping purpose only due to the change in the permittee's name. There are no changes to the use on the subject State land.

DCCA VERIFICATION:

Place of business registration confirmed:	YES <u>X</u>	NO <u> </u>
Registered business name confirmed:	YES <u>X</u>	NO <u> </u>
Applicant in good standing confirmed:	YES <u>X</u>	NO <u> </u>

REMARKS:

Since 1986, Waimanalo Polo Club has been leasing the subject State land for polo field and related activities for polo games and for use by the Waimanalo Youth Groups. According to the website of the Department of Commerce and Consumer Affairs, Waimanalo Polo Club

was involuntarily dissolved in 1992.

By way of letter dated December 7, 2009, attorney for Waimanalo Polo Club, informed the Land Division that Waimanalo Polo Club ownership was changed to Honolulu Polo Club, Inc. and request that RP 6392 be cancelled and that a new revocable permit be issued to Honolulu Polo Club, Inc.

There are additional special conditions on pages 5-6 under RP 6392, which are attached as Exhibit B. Staff recommends the new permit be issued subject to the same set of additional conditions, with the exception of conditions 4 and 5 (page 5). Since 1996, the adjoining parcel 269 has been leased for agriculture purpose, and such lease premises shares a common boundary with the adjacent wastewater treatment plant. Both the agriculture lease premises and the wastewater treatment plant do not have any reservation for access easement.

Further, the subject premises has been maintained by the applicant through out the years, and condition 7 (page 6) on Exhibit B regarding the clearance of heavy vegetation on the premises is redundant.

Therefore, staff recommends the special conditions 4, 5, 7 and 8a on Exhibit B (pages 5-6) be excluded from the new permit being requested.

Applicant has not had a lease, permit, easement or other disposition of State lands terminated within the past five years due to non-compliance with such terms and conditions. A month-to-month tenancy is more appropriate than a long term disposition because the subject property is located in a flood zone area.

No comments were solicited from other government agencies being that there is no change in the applicant's existing use of the area.


There are no pertinent issues or concerns. Staff has no objection to this request.

RECOMMENDATION: That the Board:

1. Authorize the cancellation of Revocable Permit No.S-6392.
2. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
3. Authorize the issuance of a revocable permit to Honolulu Polo Club, Inc. covering the subject area for polo field and related activities under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:

- a. The standard terms and conditions of the most current revocable permit form, as may be amended from time to time;
- b. Additional conditions on Exhibit B, except 4, 5, 7 and 8a;
- c. Review and approval by the Department of the Attorney General; and
- d. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Steve Lau
Land Agent

APPROVED FOR SUBMITTAL:



Laura H. Thielen, Chairperson

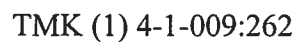


EXHIBIT A

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF LAND MANAGEMENT

REVOCABLE PERMIT NO. S-6392

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective the 1st day of June,
19 86, WAIMANALO POLO CLUB, whose mailing address is c/o
Mr. R. E. MacGregor, P. O. Box 2198, Honolulu, Hawaii 96805
of City and County of Honolulu, State of
(City and)

Hawaii, hereinafter called the "PERMITTEE", is permitted to enter and occupy on a month-to-month basis that certain parcel of Government land (and any improvements located thereupon)

situate at Waimanalo, Koolaupoko, Oahu, Tax Map Key 4-1-09:
portions of 269 and 271, City and County of Honolulu,
(City and)

State of Hawaii, as indicated on the map attached hereto, as Exhibit "A" and made a part hereof, containing an approximate area of 34.5 acres, more or less, which parcel is hereinafter referred to as the "Premises".

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The Permittee shall:

1. Occupy and use said Premises for the following specified purposes only:

Polo field and related activities as defined herein
and, also, Waimanalo Community youth athletic programs

2. Pay, at the Office of the Department of Land and Natural Resources, Honolulu, Oahu, or at the Office of its Land Agent on the Island where said Premises are located, the sum of ONE HUNDRED FIFTY and NO/100

DOLLARS, (\$150.00) being rental due and payable on the
first (1st) day of each and every month commencing on
June 1, 1986.

The interest rate on any and all unpaid or delinquent rentals shall be at one per cent (1%) per month.

EXHIBIT "B"

3. Upon execution of this Permit, deposit with the Board of Land and Natural Resources, hereinafter called the "Board", the sum of \$300.00 as security for the faithful performance of all of the terms and conditions herein. The whole or portion of said deposit will be returned to the Permittee upon termination of this Permit, but only after all of the terms and conditions of this Permit have been observed and performed to the satisfaction of the representatives of the Department of Land and Natural Resources.
4. At the Permittee's own cost and expense, keep the government-owned improvements located on the Premises insured against loss by fire and other hazards, casualties and contingencies, for the full insurable value of such improvements. Said policies are to be in favor of the Board and are to be filed and deposited with said Board. In the event of loss, damage or destruction of such improvements, the Board shall retain from the proceeds of the policies such amounts deemed by it to be necessary to cover the loss, damage or destruction of or to the government-owned improvements and the balance of such proceeds, if any, shall be delivered to the Permittee.
5. Give the Board twenty-five (25) days' notice in writing before vacating the Premises.
6. If a holdover lessee or licensee, pay all real property taxes, which shall be assessed against the Premises from the date of this Permit. In addition, a Permittee, not a holdover lessee or licensee, who has occupied the Premises for commercial purposes for a continued period of one year or more, shall pay the real property taxes assessed against said premises after the first year of the Permit as provided in Section 246-36(1)(d), Hawaii Revised Statutes.
7. Observe and comply with all laws, ordinances, rules and regulations of the federal, state, municipal or county governments affecting the Premises or improvements.
8. Repair and maintain all buildings or other improvements now or hereafter on the Premises.
9. Obtain the prior written consent of the Board before making any major improvements.
10. Keep the Premises and improvements in a clean, sanitary and orderly condition.
11. Pay when due, all payments for water and other utilities, and whatever charges for the collection of garbage that may be levied.
12. Not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper or offensive use of the Premises.
13. At all times with respect to the Premises use due care for public safety and agrees to defend, hold

harmless and indemnify the State of Hawaii from and against all claims or demands for damage, including claims for property damage, personal injury or death, arising on or about the Premises, or by any fire or explosion thereon, or growing out of, or caused by any failure on the part of the Permittee to maintain the Premises in accordance with the terms and conditions of this Permit excluding, however, the use of the Premises by such persons specifically authorized by the Board for hunting or other uses.

14. Procure, at its own cost and expense, and maintain during the entire period of this Permit, a policy or policies of comprehensive public liability insurance, in an amount acceptable to the Chairman or his designated representative, insuring the State of Hawaii and the Permittee against all claims for personal injury, death and property damage excepting those claimants which have been specifically authorized to use the Premises for hunting or other uses; that said policy or policies shall cover the entire Premises, including all buildings, improvements and grounds and all roadways or sidewalks on or adjacent to the Premises in the control or use of the Permittee. The Permittee shall furnish the State with a certificate showing such policy to be initially in force and shall furnish a like certificate upon each renewal of such policy, each such certificate to contain or be accompanied by an assurance of the insurer to notify the State of any intention to cancel any such policy sixty (60) days prior to actual cancellation. The procuring of this policy shall not release or relieve the Permittee of its responsibility under this Permit as set forth herein or limit the amount of its liability under this Permit.

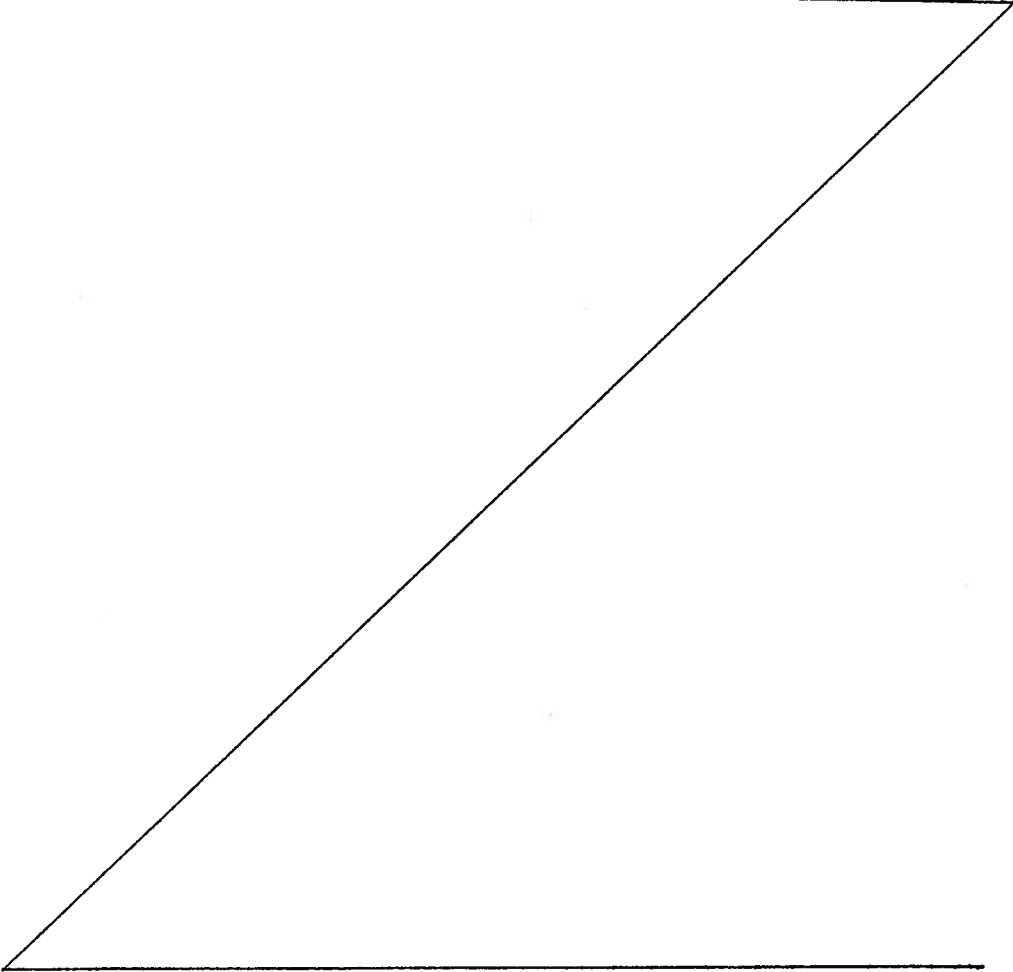
B. Additional Conditions:

1. The Board may revoke this Permit for any reason whatsoever, upon written notice to the Permittee at least thirty (30) days prior to such revocation; provided, however, that in the event payment of rental is delinquent for a period of ten (10) days or more, this Permit may be revoked upon written notice to the Permittee at least five (5) business days prior to such revocation.
2. If the Permittee does not vacate the Premises upon the revocation of the Permit by the Board, the Permittee shall pay to the State liquidated damages at the daily rate of \$30.00 for each day, or portion thereof, the Permittee remains on the Premises over said date of revocation by said Board. Such payment is to be in addition to any other rights or remedies the Board may be entitled to pursue for breach of contract, or for illegal occupancy, including the right to evict the Permittee without court action, and the cost thereof to be paid by the Permittee.
3. Should the Permittee fail to vacate the Premises upon the revocation of the Permit, the Board, its agents and/or representatives may enter upon the Premises and remove and dispose of, at Permittee's costs and expenses, all vehicles, equipment, materials, and/or any personal property remaining on the Premises, and the Permittee agrees to pay for all such costs and expenses of removal and disposition.

4. The Board may at any time increase or decrease the monthly rental by written notice thereof at least thirty (30) days prior to the date of change of rent.
5. Any major improvements, including but not limited to buildings and fences, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right, prior to the termination of this Permit, or within such additional period as the Board in its discretion may allow, to remove such improvements from the Premises; provided, however, that in the event the Permittee shall fail so to remove such improvements within thirty (30) days, after written notice to remove, the Board may elect to retain said improvements or shall remove the same and charge the cost of removal and storage if any to the Permittee.
6. The Board reserves the right to itself, its agents and/or representatives to enter or cross any portion of the premises at any time in the performance of its duties.
7. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged or otherwise transferred or disposed of.
8. It is understood that the Permittee has inspected the Premises and knows the condition thereof and fully assumes all risks incident to its use.
9. The acceptance of rent by the Permitter shall not be deemed a waiver of any breach by the Permittee of any term, covenant or condition of this Permit nor of the Permitter's right to declare and enforce a forfeiture for any such breach, and the failure of the Permitter to insist upon strict performance of any term, covenant or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any term, covenant, condition or option.
10. Should this Permit on a month-to-month basis extend for a period beyond one year from the date of issuance, any renewal of this Permit beyond such one year from the date of issuance shall be only upon written approval of the Board of such extension.
11. The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin or a physical handicap.
12. Any and all disputes and/or questions arising under this Permit shall be referred to the Chairperson of the Board of Land and Natural Resources and the Chairperson's determination of such disputes or questions shall be final and binding on the parties.

THIS REVOCABLE PERMIT SHALL BE FURTHER SUBJECT TO THE FOLLOWING SPECIAL TERMS AND CONDITIONS:

1. The term "polo field" and "related activities" as defined herein shall mean the conduct of polo games played on horseback. It may also include spectator bleachers and parking areas as well as sanitary facilities. Riding areas separate and apart from the polo playing field area are also permitted.
 - a. No commercial activities shall be permitted on the Premises without the prior written approval of the Board.
 - b. Stabling and related facilities to board horses and other animals shall not be permitted on the Premises.
2. Whenever the demised Premises is not in use by Permittee for its polo activities, the Permittee shall allow said Premises to be used by Waimanalo youth groups and organizations for athletic and recreation purposes; provided, however, use of the demised Premises by such groups and organizations shall be on the condition that they shall agree to defend, hold harmless and indemnify the State of Hawaii as provided in paragraph 13, page 2, herein.
3. The Permittee shall be solely responsible for all costs of survey in locating and marking the boundaries of the Premises.
4. The Permittee shall be solely responsible for all costs of construction, installation and maintenance of a new 20-foot wide access roadway from Hihimanu Street as shown on the attached sketch marked Exhibit "B".
5. The Permittee shall be solely responsible for all costs of relocating and/or protecting the following plants, trees, structures and improvements located within the proposed access roadway delineated on the attached sketch marked Exhibit "B":
 - a. Irrigation ditches and gate structures.
 - b. Guy anchors for utility poles located on the adjoining property.
 - c. Not shown on the sketch marked Exhibit "B", but nevertheless existing within said proposed access roadway are two (2) young avocado trees, six (6) clumps of heliconia, and six (6) mats of banana, which Permittee shall relocate and/or protect.
6. Permittee acknowledges it has full knowledge that the herein revocable permit is a temporary month-to-month permit only and, further, that the demised Premises is entirely situated within a flood hazard zone as determined by the U. S. Department of Housing and Urban Development and is subject to flooding of unknown duration and frequency and, notwithstanding, Permittee accepts use and occupancy of said demised Premises in an "as is" condition.

7. Permittee shall be solely responsible for clearance of existing heavy vegetation on the Premises.
 8. The Permittee shall, at its own cost and expense, fence the entire common boundary as determined by the Board between the demised Premises and the adjoining property (Omizo Farm).
 - a. The fence along the entire access roadway from Hihimanu Street shall be a 6-foot high chain link fence; the remaining sections of the common boundary to be fenced by Permittee shall be stockproof and constructed of material acceptable to the Chairperson.
 9. The Permittee shall, at its own cost and expense, clean and maintain Inaole Stream situate between Hihimanu Street and Kalaniana'ole Highway in a condition acceptable to the Chairperson.
 10. The demised Premises shall not be utilized at any time for residential purposes. The construction and/or placement on the demised Premises of any quonset hut, dwelling or structure for residential use is strictly prohibited.
 11. Permittee shall strictly maintain and enforce a curfew of no later than 10:00 o'clock p.m. for any and all outdoor activities on the Premises.
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Unless the text indicates otherwise, the use of any gender shall include all genders and, if the Permittee includes more than one person, the singular shall signify the plural and this Permit shall bind said persons, and each of them jointly and severally.

DATED: August 7, _____, 1986

STATE OF HAWAII

By S. Cho
Chairperson and Member
Board of Land and Natural Resources

By W. S. ...
Member
Board of Land and Natural Resources

Approved by the Board
at its meeting held on

7-27-84

PERMITTEE

R. E. ...

APPROVED AS TO FORM:

Kevin P. Watson
Deputy Attorney General

Dated: June 27, 1986

STATE OF HAWAII

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)ss.

CITY & COUNTY OF HONOLULU

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On this 7th day of August 1986,
before me personally appeared R. E. Mac Gregor,
_____, to me known to be the
person(s) described in and who executed the foregoing
instrument and acknowledged to me that he executed the
same as his free act and deed.

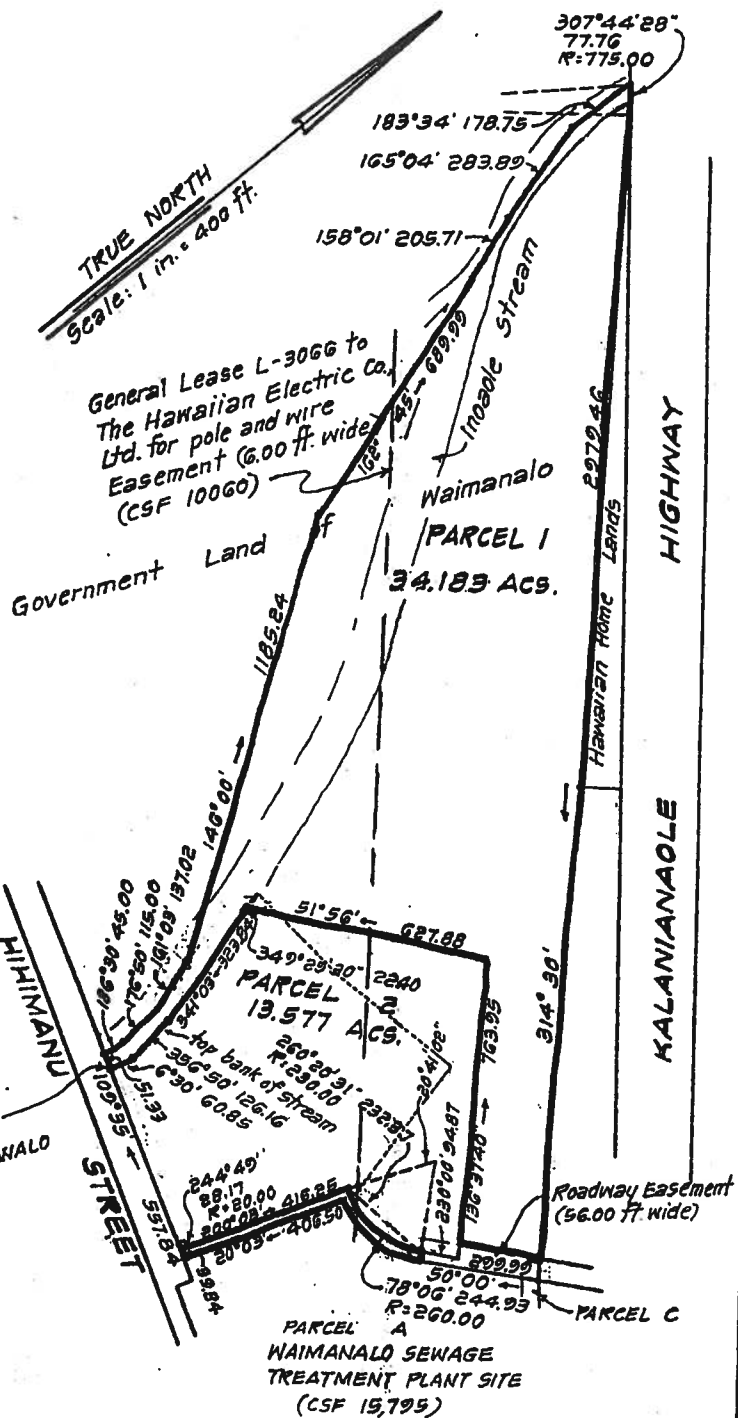
Paul K. Wong
Notary Public, State of Hawaii

My Commission Expires: Nov. 13, 1986



This map was prepared by me
or under my direct supervision

Harry K. Matsuo
Registered Professional Surveyor
Certificate Number 2717



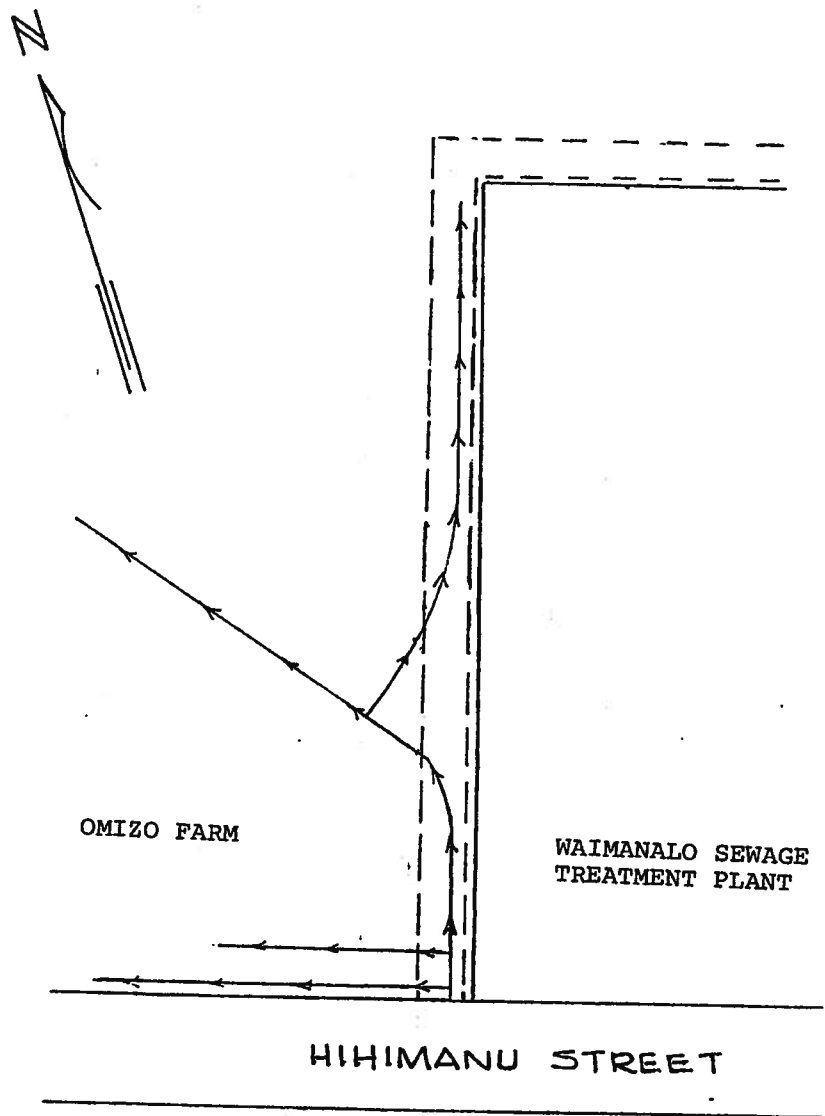
MAP SHOWING
PARCELS 1 AND 2
BEING TAX MAP KEY: 4-1-09: 262, 269
AND PORTION OF 271
AT WAIMANALO, KOOLAUPOKO, OAHU, HAWAII

OWNER: State of Hawaii
SCALE: 1 in. = 400 ft.

May 8, 1986

EXHIBIT "A"

8 1/2" x 13" = 1.0 Sq. Ft.



LEGEND:

- proposed access roadway
- existing irrigation ditch

NOTE: Sketch not to scale

EXHIBIT "B"

WAIMANALO POLO CLUB
ACCESS ROADWAY
TMK 4-1-09:POR 269
Waimanalo, Koolaupoko, Oahu